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ALDWINCKLE,

A  
CANDID EXAMINATION

OF THE

Rev. Mr. M——'s Conduct,  
k M——, Rev. Mr.  
A S A

COUNSELLOR AND A FRIEND;

AGREEABLE TO THE

P R I N C I P L E S

O F

L A W A N D C O N S C I E N C E .

*By Rev<sup>d</sup> Henry May LL D.*

*Strain at a gnat, and swallow a camel.*

L O N D O N ,

Printed for S. BLADON, at N<sup>o</sup>. 28, in Paternoster-Row; and  
G. PEARCH, at N<sup>o</sup>. 12, in Cheapfide.

M.DCC.LXVII.

ALDWICKLE

A

CANDID EXAMINATION

OF THE

Rev. Mr. M. ———'s Conduct

A. A. A.

COUNSELLOR AND FRIEND

ASSISTANT

PRINCIPLES

OF

LAW AND CONSCIENCE

Given to a great and noble cause

L O N D O N

Printed for J. Johnson at No. 25, in Paternoster Row; and

C. Cross, at No. 12, in Chancery

1840

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*Reverend S I R,*

**A** Concern for christianity and its real friends, sympathy for the afflicted patron of A—, and a desire that justice may be done to him and to you by the public, are the real motives of the present address, and I would hope a sufficient apology for it. You have appealed to the world, for the righteousness of your conduct; possibly some are satisfied with your defence; but you have great reason to believe a vast majority of your readers are dissatisfied. However all agree, that you have closely followed the advice, "Be ye wise as serpents," if you have omitted the other precept, "be ye harmless as doves." There is indeed one exception to your wisdom, and that is, forgetting the exhortation, "The servant of the Lord must not strive, but be gentle unto all men, patient, instructing (with meekness and sweetness of temper), those that oppose themselves." Your answer, (as well as a great part of your conduct to Mr. K—) breathes not a little resentment, and displays a temper of mind very opposite to what the apostle enjoins: the best controversial writers are such as approve themselves sincere friends to their opponents, as well as to the truth; this I shall endeavour to do, and request that in reading the following pages, you will keep Mr. Locke's observation in view, "that there can be nothing more beautiful, nor more beneficial than labouring to convince a brother of his error,"—and so convert him from the evil of his way.

B

Should

Should you say, the patron was the proper person to reply: true; but for reasons best known to himself and to a few others, his reply to your pamphlet, was stopped in the press. Whether in this, he hath acted a weak or discrete part; or whether the advisers of this step have herein shown themselves real friends to either of you, or the reverse, the public must judge. As a *friend*, you would certainly now advise him to have more than kind promises, or flattering loans for the stopping his mouth; and as a *counsellor*, pray instruct him, whether bonds with this condition *SILEBIS*, are legal. A man in distress, gladly catches at any thing, too often at shadows; therefore join me in requesting, that his silence may be no bar to the further generosity of the public. Should you think, you have discharged all your duty to him, by keeping him from the execrable sin of simony, though this was great charity, yet as by your recommendation, he hath nobly provided for a chargeable dependant of yours, *during life*; methinks something within says, love the man that so loved you; and prevent likewise his incurring the guilt of a sin worse than that of infidelity, the providing not for his own household and the just demands of his creditors."

As I am of opinion, the true state of the question about the living of A— hath been greatly misrepresented by some, and misapprehended by others: you cannot be displeased at my endeavour to set such persons right; and possibly, a reconsideration of it may alter your own sentiments and conduct. You seem well acquainted with the phrase *pulveris exigui jactu*; many a defect of reason and proof in a cause have been supplied by scattering dust: your long introduction concerning the nature of simony, (copied almost verbatim from Burn's Eccles. Law) entangles the question  
and

and renders that thick darkness, which before was as the meridian sun. Whether designed or not, I leave, but this was the necessary consequence; what connection is there betwixt the sin of Simon Magus and the sale of a perpetual advowson? Hear the evidence of an eminent dignitary of the church of England, (Dr. Whitby), "What relation this sin of Simon's, hath to what we now call simony, it is not easy to conceive." Simon's sin appears to consist in believing the apostles did their miracles in confirmation of christianity by some superior art of magic, than what himself had learned, and that consequently they by the same art could teach others to do the same works for any other end; and for this art or gift he offered them money, but not with the least view to employ it on the behalf of souls, or for the glory of God. Granting your own definition of his sin to be a just one, that, "He thought to have purchased the gift of the Holy Ghost for money; or to have wrought miracles, as he saw the apostles did, and so have made a greater pecuniary advantage of that, than of his old trade of forcery:" what affinity is there betwixt this sin, and purchasing a temporal estate? as an advowson most certainly is; you confess p. vi. "That it is a lay-fee, and as such descends from father to son." Indeed, if the gift of the Holy Ghost, or the power of an apostle to speak with tongues and to work miracles, is annexed to every advowson, or is inherited by every person presented to a living or benefice; your argument might have some weight with it; but as you cannot, will not maintain this, it is good for nothing, and the severe laws against Simon Magus's crime, (if there are any existing), might as well have been spared, for neither the *letter*, nor the *spirit* and *essence* thereof, have existed since

the extraordinary gifts of the Holy Ghost ceased: which you well knew they had, for centuries before the first canon, was made against the sin. Truly, Sir, neither the clergy, nor their friends for them, have the least thought in purchasing a living, of purchasing the Holy Ghost: they are not so ignorant of the scriptures, which declare that the gift of God is not to be purchased at all, or of the laws of their country which every where declare that advowsons may and should be purchased with money. To prevent your and my readers being imposed upon, I here insert the form of the grant of a perpetual advowson, established by law.

*This indenture made the — day of — in the — year of the reign of our sovereign Lord — of great Britain, France, and Ireland king, defender of the faith, and so forth, and in the year of our Lord — between A. B. of — in the county of — Esquire, of the one part, and C. D. of — in the county of — Gentleman, of the other part; witnesseth, that the said A. B. for and in consideration of the SUM OF — OF LAWFUL MONEY of great Britain, to him in hand, paid at or before the sealing and delivery hereof, the receipt whereof he the said A. B. doth hereby acknowledge, and himself therewith fully satisfied and paid, and thereof, and of every part thereof, doth hereby acquit, release, and for ever discharge the said C. D. his heirs, executors, and administrators and every of them by these presents, and also for divers other good causes and valuable considerations him the said A. B. thereunto moving, he the said A. B. hath given and granted, and by these presents doth fully, freely, and absolutely give and grant unto the said C. D. his heirs and assigns for ever, all that the advowson of the rectory or personage of E, in the county of — and*

and all the estate, right, title, interest, property, claim, and demand whatsoever, of him the said A. B. of, in, and to the said advowson, and to the donation, presentation, and free disposition and right of patronage of the said church: to have, and to hold the said advowson, and premises aforesaid hereby given and granted, or meant, mentioned, or intended to be hereby given and granted, with the appurtenances, unto him the said C. D. his heirs and assigns, to and for the sole and only proper use and behoof of the said C. D. his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever. And the said A. B. hath granted, and by these presents doth grant for himself and his heirs that they will warrant to the said C. D. and his heirs, the aforesaid advowson of the said church and premises aforesaid, and every of them with the appurtenances, unto him the said C. D. his heirs and assigns, against him the said A. B. his heirs and assigns, and against all persons whatsoever, claiming, or to claim the same or any right or title thereunto, by, from, or under him, them, or any of them. And the said A. B. doth hereby for himself, his heirs executors and administrators, covenant, promise, grant, and agree to and with the said C. D. his heirs, executors, administrators and assigns, and to and with every of them by these presents, in manner and form following; that is to say, that the said A. B. is at the time of the sealing and delivery hereof, and untill the execution of these presents, the true right and undoubted patron of the said church of E. and of the rectory aforesaid; and hath good right, full power, and lawful and absolute authority, to grant and convey the same to the said C. D. his heirs and assigns in manner and form as aforesaid: and that it shall and may be lawful to, and for the said C. D. his heirs and assigns, from time to time, and at all times for ever hereafter, whenever the said church shall or may, by the death, resignation, deprivation,

cession, or change of all or any the rectors or incumbents thereof, or otherwise happen to become vacant, to present some other honest learned and well qualified clerk, to succeed in the said church as the rector or parson thereof, and to do all other acts which to the office of patron of the said rectory doth of right belong or appertain, as fully and amply as he the said A. B. his heirs or assigns might or could do if these presents had not been made, without any let, suit, hinderance, molestation, interruption, or disturbance whatsoever, of or from him the said A. B. his heirs or assigns, or any other claiming under him, them, or any of them: and that he the said A. B. his heirs and assigns, and all other persons whatsoever, having or claiming any right or title to the said advowson under him or them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper cost and charges of the said C. D. his heirs and assigns in the law, make, do, levy, execute, and suffer all and every such further and other lawful and reasonable act and acts, grant and grants, conveyances, and assurances in the law whatsoever, for the further, better, and more perfect and absolute granting, conveying and assuring of the said advowson of the said church to the said C. D. his heirs and assigns, be it by grant, confirmation, fine or recovery, or in any other manner, as by the said C. D. his heirs and assigns, or his or their council learned in the law, shall be reasonably devised, advised or required: all which further and other assurance and assurances, so to be made of the said premises, shall be and enure, and shall be adjudged deemed and taken to be and enure, and are hereby declared to be and enure, to the sole only and proper use of the said C. D. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. In witness whereof the parties above said to these presents have interchangeably set their hands and seals, the day and year first above written.

As

As we have seen, that the gift of God and advowsons are very different things, in the eye of *human laws* as well as divine, as they permit advowsons to be bought and sold every day, yea approve and confirm the deed; so give me leave to observe that it is at the ordination of the clergy, (not at their induction into a living) that the Holy Ghost *is said* to be given, therefore you should have said "to purchase ordination," not perpetual advowsons, "comes nearest both to the letter and spirit of Simon's crime."

You say, what is *now* properly called simony, is selling or purchasing ecclesiastical preferments in order to make gain thereby. I heartily join with you in thinking that it is to the great dishonour of almighty God, that ecclesiastical preferments connected with the cure of souls is not always conferred on the most able and pious, but, whether the *bigbest bidders* filling up the vacancy, makes God's house a *den of thieves*, or will be the ruin of the church of England; here I leave you, not pretending to such high things: but did not flatterers and the highest bidders in past ages, as well as in this, stand the best chance for preferments? witness the pious archbishops Langton and Wethershed whose canons against simony, you have copied from Burn.

Men that are in fault,  
Can subtly apprehend when others aim  
At what they do amiss.

One (*Langton*) was a convicted traitor against his sovereign, he made him kneel before him for absolution, and was the chief means of subjecting the whole realm, after years of civil war, to the pope's domination; but afterwards for his atrocious wickedness he was suspended and thrown

aside from all religious offices. The other, trod closely in his predecessor's steps; he kicked also against his prince, and after thundering his excommunications against all who interfered even with the churches temporalities, fled to Rome to be supported in overthrowing the prerogative of his sovereign, and the liberties of his fellow subjects. Their canons are *good authorities* doubtless, and the men *excellent patterns* to hold up to the public, for zeal for God and his church, against Simon Magus and his followers. You well know, their aim was not to extirpate or prevent simony, but to wrest all benefices into their own hands for the sake of lordly rule and filthy lucre. However as you have cited their canons, you will indulge me with a remark or two.

One canon enjoins that "the Bishop shall take an oath of him who shall be presented, that for such presentation he neither promised nor gave any thing to the person presenting him, nor made any agreement with him for the same; especially if he who is presented be *probably suspected* of the same." Doth not this canon seem prophetic of the case in hand? was there not great need to swear your friend? as he was a perfect stranger to the patron, there could not but be very *probable suspicions* either of gifts, agreements or promises; and the bishop being informed from H— own mouth, that he was not acquainted with K—, might justly ask with that surprize as you mention p. 8. "How came Mr. K— to give *you* the living!" and he might well dismiss him with that tender and ghostly admonition, "I hope there is no *collusion* in this matter."

As you quoted that canon of Wethershed's, where humbly connecting himself with the king, he "decrees by the king's authority and by *our*

*own*

*own*, that the man found guilty of taking any money, or covenanted gain for the presentation of any one, shall be for ever deprived of the patronage of that church :” you should have added what your counsellor, (Burn) immediately suggested to you. “ Sir Simon Degge observes upon this, that a canon is not sufficient to deprive a man of his *freehold* or *inheritance*; and this canon (he says) was never put in execution or attempted so to be, so far as he can find. Deg. p. 1. c. 5.

I now come to the *oath* taken by every person admitted to an ecclesiastical living; and pray what is there in it that would have made H — and K — guilty of simony, and the first guilty also of perjury, had he promised to resign, or have but *intended* to resign when he took A — ?

The clerk swears, “ I have made no *simoniacal* payment, contract, or promise, directly or indirectly, by myself or by any other, to my knowledge or with my consent, to any person or persons whatsoever, for or concerning the procuring and obtaining of this *ecclesiastical* dignity, place, preferment, office, or living, nor will at any time hereafter perform or satisfy any such kind of payment, contract, or promise made by any other without my knowledge or consent : so help me God through Jesus Christ.” There is nothing in the oath can affect the present question, but the word *promise*, and you accordingly lay your chief stress upon it; saying after *Gibson*, as quoted in *Burn*, “ This oath whether interpreted by the plain tenor of it, or according to the language of former oaths, or the notions of the *catholic church* concerning simony, is against all promises whatsoever.”

Will you or Mr. H — abide by every thing that *Gibson* hath said, or to all that is in *Burn*’s Ecclesiastical Law? If not, why cull out a particular passage for, and omit a thousand against you?

Or

Or how came you to follow an author so implicitly as to renounce not only reason but grammar? Can any thing be more demonstrable, than that the adjective *simoniacal*, belongs to the words *contract* and *promise* as well as to payment. "I have made no simoniacal or pecuniary payment, no simoniacal or pecuniary contract, no simoniacal or pecuniary promise," this is the plain tenor of the oath, and this interpretation alone, is consistent with grammar and common sense, and with the notions of ten thousand conscientious clergymen: this interpretation is also according to the language of all other oaths, and proved and confirmed by the language of another sentence in the very oath before us. You say, p. 41, "the oath is against *all promises whatsoever*, and therefore if Mr. H — took the living upon ANY PROMISE OF WHAT KIND SOEVER, either made by himself, or any other to his knowledge, he was guilty of perjury." Consequently you read the oath thus: "I have made no simoniacal payment [*nor any*] contract or promise [*whatsoever*] directly or indirectly, — for or concerning the procuring or obtaining of this ecclesiastical dignity, [*or any*] place, preferment, office, or living [*whatsoever*]." So 'tis unlawful then by this oath, to contract, promise, or pay for *any place*, preferment, office, or living whatsoever. *Monstrum horrendum!* You say stop, the oath plainly intends, *only ecclesiastical places*, ecclesiastical preferments, ecclesiastical offices, and ecclesiastical livings. But why Sir, should not simoniacal then belong also to contract and promise, as well as to payment? Can you assign reason and rules for the limitation in one place, and not in the other, of the *very same* oath: or can you think, that if the oath was levelled at all contracts and promises of whatever kind, it would not have been otherwise expressed? The plain truth

truth is, if you had annexed simoniacal to contract and promise, you saw, your answer would have been less by one half, your grand battery of defence would have been destroyed, and yourself left naked to the mercy of K — and the public.

Again Sir, remark the conclusion of the oath, “nor will I hereafter perform or satisfy any such KIND of payment, contract or promise.” Is such kind, all and every kind whatsoever? *Absurd!* This phrase was sufficient to have convinced you of your error, and should have prevented so positive and groundless an assertion in public; for it infallibly refers only to the simoniacal payment, the pecuniary contract and promise with which the oath began.

Besides you know it is queried, whether the whole oath against simony be not abolished with the oath *ex officio*, and though it hath been answered, that a man might as well query the oaths of allegiance and supremacy; yet *Burn* says, vol. 3, p. 327, “that this reason of itself may not be sufficient, for the oaths of allegiance and supremacy are enjoined by statutes subsequent to that which abolisheth the oath *ex officio*.” And facing the above quotation you made from him, you must see the case of K. and Lewis, M. 4 G. an information was moved for against a clergyman, for perjury at his admission to a living, on an affidavit that the presentation was simoniacal: but the court refused to grant it, till he had been convicted of the simony. Str. 70.

But I do not lay any stress upon this, as there is scarce a lawyer or clergyman in the kingdom, but will join with me in the explanation of the oath; and I am strongly tempted to think, you also would have been on my side, that the word *promise* refers properly and only to *money*, or something *pecuniary*, which is simoniacal in the eye of the law; but that

Gibson's

Gibson's *all promises of what kind soever*, admirably suited your advice and conduct in the present case, and was an excellent blind to screen it. And that my sense of the oath is right, and according to law as well as grammar, reason and the nature of all other oaths, will appear yet plainer. If the oath is against *all promises whatsoever*, to be sure you are right, in saying, "A promise of resignation would have involved H — both in simony and perjury. But either you knew not the law, or have very inaccurately expressed yourself: is a *promise of resignation* interdicted by the oath, or hath the oath any reference to such a promise? NO. And what can be plainer? If a *promise* of resignation be illegal and simoniacal, surely *bonds* of resignation must be of the same detestable nature: but is this the case? You grant p. 42. that "general bonds of resignation have been held to be valid, and that resignations have been common, and in some cases lawful." But why so afraid to speak out? Since you presently add, "yet no man can take a living on a bond, to resign *in favour of a purchaser*, without perjury: Sir, you well know these lines:

ABOVE ;

There is no *shuffling*; there the action lies  
In its true nature, and we ourselves compell'd  
Ev'n to the teeth and forehead of our faults,  
To give in evidence.

*In favour of a purchaser*, is a favourite phrase of yours, it occurs often in your answer; from which, one would suspect 'twas designed it should be particularly noticed and remarked by the reader: but you must know the form of a general bond of resignation: and consequently that there is not, and never was any such condition

tion in it, or why should this condition *in favour of a purchaser* be in the bond of H — more than in any other person's. I will beg indulgence to insert the form of a general bond of resignation, many of which I doubt not are given every year.

*Know all men by these presents, that we A. B. of — in the county of — clerk, and C. D. of — in the county of — gentleman, are held and firmly bound to E. F. of — in the county of — esquire, in the sum of — of good and lawful money of Great Britain, to be paid to the said E. F. or to his certain attorney, his executors, administrators, assigns: for the true payment whereof, we bind ourselves and each of us, jointly and severally, and each and every of our joint and several heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this — day of — in the — year of the reign of our sovereign Lord George the third of Great Britain, France, and Ireland, king, defender of the faith, and so forth, and in the year of our Lord one thousand seven hundred and sixty three.*

*Whereas the above-named E. F. is seised of or intitled to the advowson, nomination, right of patronage and presentation of the vicarage (or rectory) of the parish church of G. in the county of — and diocese of — which is now become vacant, and whereas the said E. F. hath presented, nominated, and appointed the above-bound A. B. to supply the said vacancy, and to be vicar of the said vicarage and parish church of G. in order for him the said A. B. to be instituted and inducted thereto by the proper ordinary; and whereas the said A. B. hath agreed to RESIGN and deliver up the said vicarage and parish church of G. into the hands of the proper ordinary, upon the REQUEST of the said E. F. his heirs,*

heirs, executors, administrators or assigns, or upon NOTICE IN WRITING given to him or left for him for that purpose, at the vicarage house of the said vicarage, by the said E. F. his heirs, executors, administrators or assigns, so that thereby the said vicarage and parish church may become vacant, and the said E. F. his heirs, executors, administrators or assigns, patrons of the said church, may present anew: now the condition of the above-written obligation is such, that if the above-bound A. B. do and shall upon the request of the said E. F. his heirs, executors, administrators or assigns, or upon notice in writing given to him the said A. B. or left for him for that purpose at the vicarage house of the said vicarage by the said E. F. his heirs, executors, administrators or assigns, absolutely resign and deliver up the said vicarage and parish church of G. aforesaid, with its appurtenances, into the hands of the proper ordinary, or guardian of the spiritualities for the time being ABSOLUTELY TO ACCEPT of such resignation of the said vicarage and parish church of G. whereby the said vicarage and parish church of G. may become vacant, and the said E. F. his heirs, executors, administrators or assigns, patrons of the said church, may present anew to the said vicarage and parish church, discharged of all charges and incumbrances done or suffered by the said A. B. and also if the said A. B. do not, or shall not commit or suffer, or cause to be committed, any waste or dilapidations, upon the houses, lands, tenements, or hereditaments belonging to the said vicarage, during the time he shall be so vicar of the said vicarage and parish church; then this obligation to be void, otherwise to be and remain in full force and virtue.

Signed, sealed and delivered (the  
paper having been first duly  
stamped) in the presence of us

A. B.

C. D.

H. I.

K. L.

You

You observe the agreement is, for the clerk presented to resign and deliver up the vicarage and parish church of A —, upon the bare request of the patron, or his executors; and even upon notice in writing given him, or left for him for that purpose at the vicarage house, so that the said living may become vacant, and the patron of it may present anew to it, discharged of all charges and incumbrances done or suffered by the resigner. Pray is not this a *promise*, and that signed and witnessed, enforced with an obligation of paying a considerable sum, if not performed? Shall I ask, how you could forget yourself so much, as to publish in the face of the world, and of the laws of your country which have established these bonds, p. xiii. “that for a patron to present to a living, and for a clerk to accept one, upon account of *any promise* directly or indirectly, it is *simoniacal*.”

If this is your real opinion, Mr. K — is greatly to be pitied in being recommended for advice to such a lawyer, such a—counsellor: to one who declares that a *promise* directly or indirectly, to resign, or a secret intention so to do, is illegal and simoniacal; and yet, the laws of the land expressly allow even *bonds* to resign upon notice, at the will of the patron, and the defaulters have been punished.

Your oracle *Burn*, v. 3. p. 331, declares, “these bonds have been allowed both in law and equity: thus in the case of *Peele* and the earl of *Carlisle*, M. 6 G. in the King’s-bench, in an action of debt upon a bond conditioned to resign a benefice, the court refused to let the defendants counsel argue against the validity of such bonds, they having been *so often established* in a court of equity; and that also, where the condition is *general*, and not barely to resign to a particular person.” If you will have another evidence, call *SHAW*, his *Parish-law* will

will furnish you with several instances in point. In the case of *Hesket* and *Grey* mentioned by you; p. 41, as you saw, so you should not have concealed the opinion of the judges upon bonds of resignation. Did not chief justice *Ryder* deliver as the resolution of the court, "as to the point whether a general bond of resignation is good, we ARE ALL OF OPINION IT IS, it was determined in the case of lord *Carlisle* and *Peele*;" and no corruption then appearing, *judgment was given for the patron*: you know also, that if the patron had not afterwards publicly advertised the living for sale, and avowed that he both asked and expected a greater price for it, as he could compel an immediate resignation; the bishops not accepting the resignation, would not have exempted the clergyman from paying the full penalty of his bond: but the patron's corruption appearing so flagrantly, induced lord *Hardwicke* to grant an injunction to restrain the patron from proceeding further on the bond.

But whatever be the case, where corruption appears; as to general promises and bonds of resignation, I hope by this time you are convinced they neither of them are simoniacal: if they are, the laws now encourage, and some of the ablest judges have defended this execrable and detestable sin. As to the statutes of 31 Eliz. c. 6. and 12 Ann, stat. 2. c. 12. The last might have been spared, for *Burn* told you immediately after your quotation of it from him; "this statute hath been understood as *only prohibiting clergymen from purchasing livings for themselves*"; and the intention thereof (if that was its sole intention) may be easily frustrated by employing others to purchase for them," v. 3. p. 338. If the present case hath any reference to the statute 31 Eliz. it must be thus: K — himself hath avowed that his views in presenting

senting H —, were for some reward or benefit, and the fact is supported also with your own evidence, "K —'s whole plan was simoniacal," and you say, p. 44. I have no doubt but that he had *from the first* a secret design of getting a *valuable consideration* some how or other from me, aye, and from H — too. Well, we grant "K — did present" H — with some kind of promise, or other assurance of profit or benefit, or at least did give and bestow the living for or in respect of some such corrupt cause or consideration: and it was impossible for you and H — to conjecture otherwise; as from your several conversations with him before he bestowed the living, you well knew he had "fixed on this advowson for paying his debts, and to assist in repairing his fortunes," (though by the way he had paid 700*l.* for two shares of it) you knew what he had just before been offered for it; you knew that tho' presentation was so near a lapse, he might still have got a considerable sum for the advowson, from the attorney that had treated with him; you knew that he must be an idiot or a lunatic to leave himself and family to starve, for the sake of a mere stranger; you knew also from a letter he sent the Sunday before the presentation, that he expected and must expect something, else why should he therein express himself with such thankfulness to God, for the friends he had raised him up in you and H — (*publish that letter*, and the world will see he had some assurance from you, or that you must certainly judge him to think so; and if he was mistaken, why did you not undeceive him in time, and prevent his blindly falling into the pit, from whence probably in this life there is no redemption.) Now as it is self evident that K — did present H — with some kind of assurance, or at least from a corrupt cause or consideration, the

C

presentation

presentation may be argued to be void from this act 31 Eliz. and as he himself is to forfeit the double value of a year's profit of the living, so H— admission is of no effect in law; and if he will not resign, the king may turn him out, adjudging him a disabled person in law to have or enjoy the same. Burn observes, v. iii. p. 335, "that a person *simoniacally promoted* (which if K— had such views, as both he and you avow in print, you must acknowledge H— is, such an one) though not privy to the simony, is deprivable by reason of the corruption of the other party, the church is become void by the simony, though the presentee or clerk be not privy to it." Yea, p. 331, he says, "simony may be committed, and yet neither the patron nor incumbent privy to it; the parson of St. Clement's was ousted by reason that a friend had given money to a page of the earl of Exeter's to endeavour to procure the presentation, and neither the earl nor the parson knew any thing of it." Is not here a just cause for your friend to resign? SIMONIACALLY PROMOTED, and liable to a just deprivation every day!

Bonds of resignation we have proved legal, free both of the letter and spirit of what is now called simony: and your readers will remark there is no such clause in the bond, "to take the living for a limited time" any more than "to resign it in favour of a purchaser." If H— had given a general bond of resignation, he would have taken the living during the will of the patron, but at his request whenever signified either by lip or letter, he must have resigned. This is law and equity, and this, to have been a *faithful counsellor* to K—, and a *genuine friend* to the reverend gentleman, that recommended him to you, you should have told them: instead of that, after your reading the oath,

and Mr. B—r's saying, "those are strong words," you thus spoke, p. 4. "Now, Sir, do you think it possible for any honest conscientious minister, to take a living under *any agreement or promise whatever*, directly or indirectly. If you find any man base enough to do it, that man will be guilty of black perjury." This address, yourself being judge, is either contrary to law, or very inaccurate, or very artful, and it grieves me to be forced to add, that it is demonstrable from first to last of the affair, there was no regard to the interest of the man in distress, or to his family and creditors, but only to the interest and emolument of your own friend and dependant.

Can you say, that taking a living upon agreement to resign at the will of the patron, is a corrupt contract? Can you say, that taking a living for an unlimited time, with a purpose or a bond to resign on demand of the patron, is inconsistent either with the oath, or with the laws of the land, or the statutes of heaven? Or have you the *inward thought*, that every clergyman is perjured that thus takes a living? H — you see might have been presented, and inducted, and have given a legal bond of resignation, without taking the living for a limited time, but you will say, "taking it to resign at the patron's pleasure, is taking it for a limited time compared *without and out*." What then? "Why all clergymen who give these bonds of resignation take their livings for a limited time." Go on, "*Ergo*, all such are perjured, if they resign agreeable to their legal promises and bonds." But rather, are not all the men who refuse it esteemed as *rogues* by their brethren, and regarded as *covenant breakers*. Besides, do some of the laws of the land encourage clergymen to give bonds of resignation, and punish the faithless; and other laws make it perjury to fulfil them? Or doth the

oath which the resigner must take, counteract the statute law?

The oath is, "I A. B. for certain *just and lawful causes* me hereunto especially moving, without compulsion, fraud, or deceit do *purely, simply,* and *absolutely* resign and give up my said rectory and parish church of A —."

Suffer me to ask, whether Mr. H could not have sworn a month after his induction, and cannot he *now* as conscientiously swear, that the causes of his resignation are just and lawful, as well without giving a bond as though he had given one; or as conscientiously as all those that do give bonds? So far is the cause of his resignation from being unlawful and simoniacal, he cannot have one more just and lawful. What cause *more divine*, than the restoring to a man his living, of which I a perfect stranger to him, have gotten possession by the advice of ignorant or cunning friends, or through the inadvertence, misapprehension, or lunacy of the proprietor; and by my possession of which, his estate is so sunk, that many families of his creditors are greatly injured, and his own family perishing by inches.

Should a neighbour or stranger, or a professed enemy come to me, and offer so much of his estate GRATIS out and out, which would render the remainder unsaleable or little worth, and yet the sale of it I know is all his support, the only let to his body's being thrown into prison and his family's being consigned to a workhouse; and he tells me at the same time, he had been offered for it a day or two before 1100*l.* and could even then get a 1000*l.* must I not naturally consider him either as an idiot or a lunatic? And what an upright tender conscience must I have to accept his offer? This brings to my remembrance the paraphrase of a letter, said to be written by

a clergyman, (famed for great sensibility and piety)  
to his patron : you will excuse the poetry for the  
sake of the sentiment.

'Tis true, your living I possess,  
And you are plung'd in deep distress;  
I've got your all, your all for life,  
I've ruin'd you, children, and wife;  
Depriv'd your innocents of bread,  
By starving them I'm highly fed.  
All I enjoy, I have from you;  
I own it, Sir, I own it true.

At this some persons are offended,  
Alledging it was first intended  
That you should have a recompence;  
I pity such their want of sense!

*Indulged*, now their threats I scorn;  
I will not pay a pepper corn.

'Twere simony! a crime so high  
'Bove all the rest of deepest dye.  
To buy a benefice or sell,  
Deserves a place in hottest hell.  
Then let my patron starve or rot,  
To me, you know, it matters not.  
Let him, O Lord! possess the faith,  
And then (as scripture rightly saith)  
Tho' he of sustenance hath need,  
If rich in grace, he's rich indeed.  
His earthly wealth to me is giv'n,  
But his reward will be in heav'n.

This is *black work* indeed! full as black as  
*swearing through thick and thin*, as a clergyman  
of a certain stamp observed, p. xv. but one word  
as to the unlawfulness of resignation: if out of  
regard to H— now simoniacally promoted by K—  
if from sympathy for the distressed patron, or if  
from zeal for pure religion, another patron should  
collate

collate H — to a living of 300*l.* per ann. and your friend could not get a dispensation to hold both; would he not then resign A — ? VERILY ! But is promotion to a better living, a more just and lawful cause for his resignation, than what hath been just mentioned ? Or would there be any more fraud or deceit in resigning, than in now keeping A — contrary to the patron's, if not his own declared views in the presentation, and to the ruin of an innocent family, and to the hurt of many others ? Can he not as purely, simply, and absolutely resign and give up the rectory and parish church of A — when he hath no other benefice in prospect, as when he may have ? I think *more purely and simply.*

But here we appear also to differ, for according to you, p. 45, however other clerks resign livings, “there is an impossibility for Mr. H — to resign, for the living must be resigned upon *oath.*” So that here is impossibility and perjury in the way : but why is resignation less possible to H — than to others, or how can he be more perjured than all other resigners ? Your answer is, p. xv. “he knows his resignation will serve the purpose of an indirect sale of the void presentation.”

It is but justice to inform the readers of your and K —'s narratives, that you are right in saying Mr. H — could not legally take the living at first to serve the purpose of a sale of the presentation; nor can he now resign, if the patron hath informed him, as soon as he resigns he shall sell the presentation to another, and therefore requires his turning out; because (as we shall soon see), void presentations to livings are unsaleable and forbidden. To resign on purpose that K — may sell, and merely for a purchaser to enter and take possession, would be resigning for an unjust unlawful

lawful cause, and such a clergyman would be perjured. But here a question or two may be put. Did you and H— know assuredly (as p. 3.) “that K— wanted H— to take the living to prevent the lapse, and to resign it, when K— should have completed his intention in regard to a purchaser, and so avail himself of the sale of the advowson with an immediate presentation?” how came you then to suffer your friend to be presented at all? and why had you not told K— before the induction, that there could not possibly be any resignation, for if it was required, or even offered to be made freely, you and H— should always fear, he would avail himself and make a bad use of it; or as you well knew the tenor of the oath at resignation, and that H— could never swear for *just and lawful causes* hereunto moving, by reason of the declared corruption of the patron; how came you not to advise K— of the impossibility of a resignation? surely if you knew such was the oath, and such the venality of the patron, there would be an impossibility of a conscientious man’s resigning, ought you not to have warned K— in time? or, knowing his circumstances, how could you conscientiously exchange a sentence with him on behalf of your assistant’s presentation? but, as H— hath it now in his power to prevent the patron’s ever being guilty of simony; so, is it not equally in K—’s power to prevent his ever resigning, though for a living of 1000 *l. per annum*, or for any other consideration? suppose he should write to the bishop his determination to sell the presentation, as soon as H— resigns; or advertise publicly for that purpose; or openly declare to H— that he hath a purchaser immediately to be inducted on his leaving it; why, how can the one accept H—’s resignation, any more than did the bishop in the case of Hesket and Grey, or must

not H— conscience be as much and as fast bound then, as you represent it is now?

But in another point of view, why should H— enter into his patron's intentions and motives any more than do other resigners? or, why should your judgment and conscience be the rule and guide either of H—or K—s? are you infallible and perfect already? or let the patron do what he will with his living, what is that to you or H— after you are clear of it.

You may refer me by way of answer to the speech of a casuistical priest and counsellor in past days, who thus addressed the passions of his hearers. “ Is it not lawful, is it not the duty of every faithful christian to take poison from a man that intends to swallow it, or a sword from the hands of an idiot or a lunatic about to use it to his neighbour's hurt? how much more then is it his duty to take *that*, which will infallibly destroy two if not many more precious and immortal souls? who then can censure, who but must applaud me, in preventing a patron's being guilty of *simony*, to which his carnal mind and his distress would necessarily have prompted him; by which also I prevent any of my brethren of the clergy's being concerned in *black work*, to which alas too many are by nature prone; and that none may have an opportunity, or the bare temptation of *swearing through thick and thin*, you see it is my indispensable duty to keep the living whatever be the consequence, till it is said over me earth to earth, corruption to corruption.”

It is commendable, Sir, I grant, to prevent a man's doing mischief to his own body or soul, or to his neighbours; yet though I would pay great deference to the abilities and casuistry of a person filling two such exalted offices; there is something within suggests, that it is not *just* and *lawful* to  
 apply

apply that to my own benefit which I take from fools or madmen; and that I cannot with any justice claim a propriety, no not in the sword or the poison; nor can I bring myself to think, that taking from another even for a holy use will sanctify or palliate the deed: God doth not require us to save the soul of any man against his will; and I know of no precept in the sacred oracles as "rob the laity to cloath the clergy." Should there be ever so many precedents among men quoted for it, against me, yet I hear you say, the action is illegal, sinful, execrable before God; and to do it under the mask of piety, or with a pretence of compassion either to the soul of the patron or of the presentee, or of the parishioners, is an horrible aggravation of the sin, a *crime of all others*, one would wish punishable by the judge.

Whatever you may think of the impossibility of H — resigning, or that if he doth, he will be guilty both of simony and perjury, and *turn out like a rogue*; an expression you used to two gentlemen who wanted to compromise the affair before made public: H — himself is otherwise minded: though you say p. 45. "that Mr. H—declares he never said he would resign the living if he could light of a better, or any such expression." Yet it can be fully proved that but a few months since he declared, "He would resign immediately if his friends gave him leave," who these friends are that withstand his INWARD CONVICTIONS, and make his mind like a troubled sea, your pamphlet informs us: but I know some of your and his zealous friends, who think that *he can resign* without incurring the least guilt, or any more than is already contracted; who wish him to do so, and are convinced it is his duty. You have offered but *one reason* against your friends resigning, and that is, he may be succeeded by a corrupt purchaser

purchaser; so you enter into the secret thoughts of the patron, and make your conscience and fears the rule of his conduct; I know but of one reason more to strengthen your plea against his resignation, and that is *Mr. H — must return again under your roof*: but have you considered the reasons which offer to prove the lawfulness, necessity and duty of his immediately quitting A — simoniacally promoted through the corrupt views of his patron; liable in consequence to a just and absolute deprivation every day; restoring a living which he got and keeps contrary to his patron's professed intentions, and declarations; saving his benefactor's family from abject misery, and enabling him to do justice to his neighbours, (for though the presentation cannot be sold, an hundred men may be presented *out and out* in his room, which will immediately make the advowson worth some hundred pounds more than it is with H — s life on it: by resignation he may convince the public he had no sinister views in his treaty with K —, and will manifest also his trust in divine providence: add to these reasons, A — is now an unpleasant situation to him; he long ago complained of insults and mobs, of being reproached and forsaken; his art and skill to cast the net on the right side of the ship will now avail little; unless the people believe in and esteem him, there can be no hopes of success in his work; and he must be fully sensible that he can preach the gospel at the *lock chapel*, or even at any other place in the kingdom with greater prospect of acceptance, comfort and usefulness, than in his present solitary tabernacle.

There is no reason to fear that the bishop will not accept his resignation, for you see he hath such good motives to offer, as cannot but be approved by his superior. the reason why resignation

tion hath been not accepted, Burn tells you, v. lii. p. 299. are "quitting the cure of souls for money, or to live idly, or the like:" as H — is proof against the first, so you may effectually prevent his living idly, by replacing him in "*statu quo*."

As the christian minister of all men should not be greedy of filthy lucre, so he should sacrifice friends and all things, chusing rather to suffer hardships and afflictions, than wound his conscience, or lose the good report of the church of God, or even of them that are without. Can a man please (in the present connection) be the servant of God? or should Mr. H — think of abiding in, and dwelling at A —, if he ever preacheth on "do to others as ye would that men would do to you," or on the duties of self denial, mortification, justice, charity, trust in God, or dependence on his providence, if he can do it with propriety, it must be with little energy, and from the prejudices of mankind, I fear with less success.

As I have remarked on one or two of your favourite phrases, you will excuse my taking notice of another "*sale of the void presentation*:" doth not this look like skulking behind ambiguities and throwing dust in the readers eyes? did K — want to sell the void presentation? wanted he to sell any more or less, than what he had an unquestionable right to sell, *the PERPETUAL ADVOWSON*? you say, "that a vacant living cannot be sold, and that this *every lawyer* will say:" how came then a lawyer to treat with another lawyer and with the patron, for this vacant living? and reconcile this your assertion, and another, "that the advowson always includes the right of presentation," with a passage or two from your own favourite author *Gibson*. "In case of a patron's becoming bankrupt, the commissioners may sell the advowson; but if the church be void at the time of  
the

*the sale*, the vendee (or purchaser) shall not present to the void turn, but the bankrupt himself, because the void turn of a church is not valuable, *Gibs* 794. *Burn* v. 1. p. 123. thus again, v. 1. p. 10. "where the right of granting is absolute and indisputable, however the *inheritance of the advowson may be granted* (or sold) *when the church is void*, the void turn itself (being a mere spiritual thing and annexed to the person of the patron) is not grantable: it is then (as the law books speak) a thing in power and authority, a thing in action and effect, the *execution* of the advowson, and not the advowson; this is the doctrine and language of all the books *Gibs* 758. *Wats* c. 10. And presently it is added, that the right of presenting to the next avoidance, and even the inheritance of an advowson may be devised to any person by last will and testament.

From these passages, it may now appear clear to you and to all others, that advowsons descend from father to son, and which may be devised by will, or sold for money out and out, whenever the proprietor chuses, as well when the church is void, as when it is full: they are a temporal estate, but the void turn itself being a mere spiritual thing is not saleable. You ask, p. 38. did Mr. K— want to sell the perpetual advowson without the *void presentation*? suppose I should answer, he wanted to sell the perpetual advowson; this you know was legal, and free from all that is called simony: if you could not have helped him to a purchaser of it, you should have told him so, and not (through a desire of serving your needy assistant, instead of the distressed patron) have so quibbled with him as appears by your own account, p. 2. "I told him, I did not understand how he could bargain about a *void presentation*; for by the laws of the land a void presentation cannot be sold, it is simoniacal

niacal." Should you not rather have told him, the laws of the land are against selling void presentations, but you can bargain for and sell the advowson, and present to the living: and as you had a particular friend, destitute of a living, whose maintenance was an expence to you, and who was fure of preaching the pure gospel wherever fixed and of diffusing its favor through the whole neighbourhood, the advowson was more valuable to you on these accounts, than to most others in the kingdom. You cannot say there would have been any thing illegal or simoniacal in *your* purchasing the perpetual advowson, or in K— selling it, and then presenting H— out and out to the void turn; hereby your friend would not have been simoniacally promoted; he would have got into his living with a clear conscience, have with honor instead of a blush published himself in the title pages of his evangelical writings *rector of A—*, and might have kept his rectory for the term of life, free from a worm within, and from clamors and noise without, at least on this account.

Having broken down the partition wall that was raised to obstruct the sight of the public, and removed your dust; having proved that an advowson is not unalienable, nor a spiritual thing, and that K — had a legal and divine right to sell it to the best bidder; having proved that there is nothing illegal and simoniacal either in giving or taking *general bonds* much less *promises of resignation*; and having shown you, that H — hath now *just* and *lawful* causes to resign, and may consistent both with the oath, and his own conscience *purely* and *absolutely* resign, and that you or any other person according to the laws both of God and the land, might have bought the living.

I proceed to take some brief notice of your behaviour in the affair; you will excuse my brevity,

brevity, because your own copious narrative stripped of the high-sounding and misapplied or inaccurate phrases, is sufficient to decide betwixt you and K —.

You justly observe, "that for some years he hath been a needy man, and his creditors many, and that he borrowed the greatest part of the money (700*l.*) with which he purchased the shares of the other sisters:" the greater improbability then of his "wanting *only* to sell the void presentation" as you would have the world believe; and the more unlikely was he to give the vacant living to H — *out and out*. A very strange creature must you suppose Mr. K — to be, in his circumstances of which you were previously informed, to give to a perfect stranger a living for life, *value 135*l.* per annum*, which rendered his advowson little worth, that could legally and righteously have been disposed of, to the payment of his debts, and for the preservation of himself and family from misery.

K — being disappointed in a treaty for the advowson, and the void presentation being near a lapse, told a friend of his case, who recommended him to Mr. E —. On this you say p. xi. note, "that K — was not so ignorant as he pretended of the *impossibility* of a conscientious man's taking the living with a view of resigning it." You should have informed the public at the same time that the conscientious minister of your acquaintance was not so certain of the impossibility, as he is here represented: I hope he was *open and generous enough* to acquaint you with all that passed, though you have not in communicating it; instead of saying at once, "he would have nothing to do with the living upon any such terms," he desired *two days* to consider of the proposal, and to advise with friends upon it: whether the suspicion

picion be true that Mr E — fled to you for counsel in this intricate affair, and so you were not ignorant, but the better prepared for the subsequent interview, depends on your ingenuity and generosity to acquaint us. However, till the next day was granted your friend Mr. E —, and this instead of helping, injured the patron, as more of his little time was lost, but to Mr. E —'s honour he took no other advantage of K —'s ignorance and distress. Nay, Sir, H — himself by your own account, was as ignorant as E — of the nature and sin of simony; you say, p. 5. "his proposal appeared to me to be absurd, the transaction would even if the bishop had suffered it, be notwithstanding simoniacal." Well then might the patron's ignorance be excused by you, as he was a *protestant dissenter*, the weakness of whose heads † in general you and others of your high class have well known for years.

After observing, that it is very strange the body of clergy in general, (and even some of your own stamp particularly the reverend Mr. W—d) should have such different views of the affair from yourself, which you know to be FACT, and who have consciences to accuse and excuse equally with other men: I proceed to the patron's application to you at the lock chapel. The reverend Mr. B — who accompanied him, might as you observe p. xvi. be ignorant (in some measure) of the several laws oaths and canons relating to simony; and without doubt, he is still ignorant of any, the least connection between what you call simony and the sin of Simon Magus; and I will do that gentleman the justice to say, (from his general character and a personal knowledge of him) that if he had known K — would have received such treatment

† A phrase used by the Reverend Mr. M — at the lock chapel, in a sermon on "Fight the good fight of faith."

From you and H —, he would no more have brought him to you for advice, than he would have wished him to have been guilty of *suicide*, under the notion of putting an end to his anxiety and sorrows; or than have recommended him to the safest and most expeditious way of his doing so unlawful an act. Whether Mr. B — was with you and K — in the chapel or not, is very immaterial; (unless to ascertain which of the two hath the best memory, or the most regard to truth) as you both agree that Mr. B — opened the affair to you, and that your were by one and the other well acquainted with the patron's situation.

Now, Sir, did you fulfil your promise to your reverend acquaintance "*I shall be very glad to assist any friend of yours with the best advice in my power.*" Observe, he came not to you with his distressed friend, for your advice how to sell the void presentation, (that is an artful misrepresentation) nor for you to chuse or recommend a person for him to present. We have your own evidence, p. 1, that Mr. B — said, "the gentleman hath got a living to dispose of in the country, and is in a great deal of trouble about it, as it is near a lapse." The living he had to dispose of was the *perpetual advowson*, not the void presentation, and so you must have understood him from his own address related by you, p. 2. "I am patron of a living in N — I have been in treaty about the sale of it with some people who have used me very ill; they have drawn me on to this time, and now are off from their bargain; they were to have given me for it 1100*l*." By the money he said had been offered him for the living, you could not but understand him as speaking of the advowson, and you knew his trouble was not, lest he should get no body to accept the void presentation to a living value 135*l*. per ann. gratis; but lest he should

not

not be able to pay his debts, discharge his executorship, and save his family from starving by the sale of his advowson, before the lapse of the presentation. As you knew all this, how did you fulfil your promise to your reverend brother, and display your compassion to his troubled friend? You first persuaded the patron (with what propriety we have already seen) that the laws both civil and ecclesiastical were against the *sale of the living*," he understanding by the term, ADVOWSON, you meaning, PRESENTATION only; then telling him " he had no resource but to present somebody to the living, or that it must lapse to the bishop," you proposed your assistant H — with this high character, " a better man I cannot recommend to you, who is *now* in the vestry." p. 3. I join with you in thinking, that a *better man* could not be recommended for saving an expensive charge to yourself, and for defeating the design of your reverend friend Mr. B — and for making the advowson worth to his friend as little as possible.

If as an extraordinary righteous clergyman, you would not interfere in the sale of an ecclesiastical living; neither should you in recommending a young healthy man to the void presentation. You should have said, " Mr. B —, I as a *counsellor* and a *friend*, can suggest several things for the patron's advantage in his present strait; as this project that is already in his head, of presenting an old man; for there is no more simony in giving it to an old than a young man, and many an old man may be found more capable of performing the duty, than our young clergy; or let him present one, whose life (by a weak constitution or a bad state of health) cannot well be insured for more than three or four years; either way the value of the advowson will sink but little,

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if

if at all, and your friend will have *good bidders* enough for it soon : OR, what is still better, as general bonds of resignation have been numerous times decreed good and valid both in law and equity, he will find many a clergyman who will gladly embrace the living with that condition : OR, suppose one of his creditors, or any other of his acquaintance hath a friend, a clerk, unprovided for, 1100*l.* is a very moderate price for the advowson, and he may recommend his friend to be presented : OR, your friend may go to the bishop, and inform him how he hath been used in the late treaty, and request a little longer time, which is what many bishops have frequently granted to a patron ; or that if a lapse should take place, he would be pleased not to present a young man ; OR, should the bishops mercy not extend so far, he may still gain some days if not weeks, for the law is, *Burn*, v. 2. p. 313, after the church is lapsed, if the patron doth present before the ordinary hath filled it, the ordinary ought to receive his clerk ; for lapse to the ordinary is only an opportunity of executing a trust, viz. of seeing a cure supplied in case of the patron's neglect, which being performed by the patron, the ordinary can take no advantage of it. Nay, by *Hobart*, the patron's presentation takes place after the church is lapsed to the king : " OR if Mr. K — will not run that risque, it will be better for him to sell the advowson at once for nine, seven, or even *five hundred* pounds, than to let a young man be presented to the living, either by himself or the bishop. These several methods the law authorizes him to pursue, and so he may probably recover the purchase money, if not satisfy his creditors, and help his family : but now, as a *good man* more conscientious than the rest of my brethren, I can have no concern with it ; only as wishing

wishing well to the cause of Christ, and having an ardent desire that faithful gospel preachers be settled in every county, if all other methods fail besides *presenting out and out*; I would recommend Mr. H — to the patron, but then observe the CONSEQUENCE: he shall not give a bond of resignation, nor shall he resign during life, nor will he or I make your friend the least acknowledgment by way of compensation, or even to manifest our gratitude; and therefore you will consider also, that should my assistant be presented, his youth and his good habit of body, (which will be strengthened and confirmed by his shooting and courting with me two months in the year at the rectory, which is in an excellent sporting county) will render the advowson but little worth afterward: in fact, (p. 38.) the advowson will then be of no service at all to H —, he may indeed assist your friend in the disposal of it," but it will be to a vast disadvantage, and probably be attended with his utter ruin."

Such an address as this, Sir, would have been like the *counsellor*, the *friend*, and the *good man*, and would have been suited to the patron's capacity and circumstances; or if you would not speak as a lawyer, when you found that through your recommendation he was inclined to present H — you should have told him before Mr. B —, it was the *worst step* he could possibly take, and that the advice you had given him was for H — interest not his, but would rather effectually defeat all his views." This declaration, CHARITY to the man and his family, and JUSTICE to his creditors bound you to make: nay, in justice to yourself and assistant, to save your religion from that reproach, and yourself from that clamour, satyr and disgrace, which it is surprizing you could not foresee would necessarily take place on the

man's ruin; you should have openly made this plain declaration: as you well knew K— circumstances and views, if you absolutely intended no compensation or resignation, you should not have suffered H— to be inducted, or so much as presented.

Which of the two are right in your narratives of the first nights conversation, I will not determine; Mr. B— alone can do you justice in that respect; and as you have set him on high in your pamphlet and the news papers, and have made so free with his private letters, you have forced him to do it, in *two material articles*; he hath assured the public that “he himself first laid before you and Mr. H— the whole account of K—’s distresses;” and “that it hath been his *invariable persuasion and expectation*, that K— would eventually obtain ALL PROPER RELIEF.” In justice to the stranger whose cause (in this affair) I plead; I hope the reverend gentleman will pardon me also in calling upon you to publish the whole of the letters, of which you have only given short unconnected sentences; and particularly publish the *last letter* he ever sent you, so the world will see his great honor, humanity, faithfulness and real sentiments of the case. Mr. B— from the very evening he returned from the lock chapel, concluded that K— had fallen into the best of hands, and that his difficulties and sorrows were over; and accordingly spake of it with great pleasure, and rejoiced therein on his friends behalf, and as he had been also the instrument of this happiness to him. I need not tell you, that your reverend brother hath often said, K— *ought to have the living, or a proper compensation*. You have intimated, perhaps more plainly than you intended, that Mr. B— judged you ought to make K— a compensation, or restore him to the full possession of his living: when I read your account of the interview

at Mr. B—'s house, I could not help pausing at the words p. 13. "Mr. F— and Mr. B— then *changed entirely the state of the question.*" What was the state of the question? why you say "the affair was opened with much seeming prejudice by Mr. F— against Mr. H—" (an unkind unjust reflection, must this appear to all who know that gentleman's candor and principles; but) hence it is evident, that Mr. F— and Mr. B—'s first state of the question was, that K— was an INJURED MAN, but finding you was utterly averse to that confession, they then "changed entirely the state of the question and mentioned K—'s distresses with some warmth to you." If you would not help him as an injured, they would "have you help him as a man in great distress;" and to which he was peculiarly entitled, as from him both you and H— had for years received great advantage.

I have often wished these gentlemen had not been so complaisant to you, as to change the state of the question; much less should they have acknowledged the propriety of the distinction in the present case, betwixt an injured and a distressed man: indeed Mr. F— hath publicly declared, he never remembers the *questions* which you say were put round by you, or the *answers* mentioned, p. 14; and what his apprehensions were, and still are of the affair, we shall soon see from his own testimony: and give me leave to say, Mr. B—'s declaration renders the words you have put into his mouth, "I look on him as a *distressed* man ONLY," very doubtful. The conference at Mr. B—'s is strangely—represented by you, of which you had previous notice and faithful warning long before you published: Sir, the truth is, Mr. B— and Mr. F— saw you resolved, not to advance a mite to the poor man, whose cause they pleaded, under the notion of one injured, as you justly feared the consequence; therefore, they were willing to wave

a dispute whether he was injured through your ignorance of the law, or your superior wisdom, or your being overmuch righteous, or your great affection to Mr. H— as fearing the debate would defeat the sole purpose of their meeting “ obtaining relief for K—,” and so they applied to your bowels of compassion.

Well, this produced what they had in view, you promised to make him easy as to his present distresses; this is clear from both your accounts, K— says p. 20. “ you proposed that the living should be valued with the life of the present incumbent on it, and what was deficient of 1100*l.* you would open a subscription to make up;” your own evidence p. 14. is “ I recommended it to K— to have the advowson valued with H—’s life on it, and to consider how much added thereto would make him easy as to his present distresses;” and you add p. 15. “ thus we parted, and I *fully* intended to serve the poor man to the *best of my power*;” now as they that know Mr. M— do well know that the exertion of very little of his power would soon make the patron easy and happy as to this world: so methinks, under this proposal of yours, there is something more than *mere charity*: do you always address mere objects of charity on the head of ecclesiastical livings, do you propose to them to have the advowson of A— valued, and advise them to consider how much added thereto, will make them easy as to their present distresses? Is not here a plain evidence, that there was a *change of the question* also on your side in this famous interview: you say “ I protested against taking the affair of the living the least into consideration;” but BEHOLD! presently you made a proposal, bringing it wholly into consideration, and in which the idea of JUSTICE as well as charity is clearly discovered, if not strongly expressed.

I now come to enquire into the reason of your not performing this *second promise*, p. 14. "I will endeavour to do something by myself and friends for the relief of Mr. K —." What are ALL PROMISES of whatever kind, illegal and simoniacal? or if any are made, is it sinful to perform them? rather is not FIDELITY a christian grace? and are not the ministers of Christ to warn the people, not to think of *faith*, unless they add VIRTUE to it, in all its branches. Why then did you fly off and expose yourself to the charge of a *truce breaker*, by scoffers? why, *little honest* Dr. G — the baptist minister told you "K — was not only a poor but a bad man, for he had injured a sister in law one of his peculiar acquaintance." Many of your readers have thought your wisdom should have entirely suppressed this part of the narrative; there is art, but much weakness in the relation: every one in common life reasons thus, suppose a man deceives my friend, ought I to trick the deceiver, or should my own sister be robbed, is it lawful, or am I authorized either by law or gospel to rob the robber. Had K — been a complete villain in his conduct to his sister P —, to Mr. F — d's widow, or to the little honest Dr. or to the thorough honest Mr. H —, or to your obedient servant Mr. B — d he could not have received harder measure, or more unjustifiable treatment than hath been his lot, by indirect hints, and uncharitable suggestions, against his private and moral character, and not the least proof produced. At last indeed there is; the various matters of which you were not doubtful, are come out in a *letter (not from but) to the reverend Mr. M —*, if the contents of it are *strictly true*, I hesitate not to pronounce him a notorious hypocrite and the worst of men. But *audi alteram partem*; it is his interest and duty to reply immediately if he can to this black charge, and from the character I have had of him,

from persons of reputation and piety who have known him for many years and have had dealings with him ; I hope for the interest of his innocent family, he will satisfactorily clear himself : when I read the *letter*, many reflections occurred ; as, surely it is impossible for a man to act as he is here represented ; may not bad advice, may not malice have had a hand in framing it ? what is the character of the accuser ; or rather of the accused, is it not a good one ? *supported* by a church of christian professors, and by many who have had connections with him in past life. Why should there be an utter silence for *twenty years* on this subject, and this letter appear just at the time, when the public began to show mercy to the afflicted patron ? why should LAW and a chancery suit be thought of, and prosecuted against K —, *only* since this affair of Mr. H — became public, or can I believe that the *reverend* Mr. M — was entirely ignorant of the person who subscribes the letter, of her case, circumstances and conduct, *before* this public address to him ? &c. but suspending my judgment of the patron and his accuser, till I hear his defence ; suppose him to be the *first born of Satan* ; it no way affects the case of A — : neither his villainy nor his righteousness, I apprehend, make the least difference as to the rectitude of your conduct towards him, and for his innocent family's sake, you should not rejoice so in the letter.

This bond affair, related by Dr. G —, we find made you neglect your promise : but suppose you was left executor to a deceased friend, and found a 50 L. bond payable from your *father* to you as executor ; would not you think it right to demand it ? could you be just to the heirs at law, &c. without it ? well you are told it was already paid, surely you would not take the bare word, exclusive of any corroborating circumstance

cumstance (knowing that the bond was placed to your account by the widow, and 30 l. interest charged upon it); would not you ask, why should the bond be satisfied, and not taken up or destroy'd? however K — believed his sister and delivered the bond *gratis*; the little honest Dr. was present and saw the whole transaction, took the bank notes for her share of the advowson into his own hand, said all was right, and witnessed the deed: But he observing in K — a little incredulity, (to which he is a very great enemy) hastened, or, as p. 40. "like a true friend he thought it his duty to apprize me of the *sort* of man I had to do with;" and from his story, you took occasion to break your promise and set aside the whole agreement at Mr. B —. But unluckily for you, on cross-examining K — and Dr. G — and by a letter from the sister, you found "it *seems*, that the Dr. had mistaken one single circumstance, that of the bonds being delivered up to Mrs. P — as part of the money for the advowson." It is observable however, that you make your *true friend* (the little honest Dr.) the offender; the mistake was by his tongue, not through your ears or prejudices; but as the Dr. was an eye witness of the whole affair, and by office is a preacher of truth and righteousness, it requires great faith to believe that he could mistake in the *one single circumstance of any importance*, in the whole story\*.

However

\* Permit me for once, to turn exhorter to Dr. G —, if p. 40. was published with his approbation, and to the charitable surgeon of lock hospital Mr. B — d; or rather let it be your own advice, in which, you may justly glory. My friends, have good proof of what you publish or speak to the disadvantage of any man's private character, especially of one under the frowns of the world, and dependent in a great measure by my means on the benevolence of the public; never deal in inuendo's or insinuations; if you are in the least doubtful, *be silent*; if you think it is proper to guard your friends

However, the matter you acknowledge was cleared up to your satisfaction; you had misapprehended the bond affair: what then prevented your making K — easy as to his present distress? why his sister after satisfying you in her letter, that your evil suspicions of her brother were *groundless*, and that the story of the bond by whomsoever told was *false*; informs you “my thoughts of my brother’s presenting to the living was like my giving a casket of jewels if my house was on fire to a friend to keep from destruction.” Oh baneful simile! This settled your doubtful mind, cancelled all obligations, and neither gratitude or charity found any place. Unhappy patron! to be punished for another’s fault, if it was a fault. For the *sister’s sin* you say, p. xvi. “I resolved to have nothing farther *to do* with him.” You had to do with him as a counsellor, and through your advice we behold him and his innocent family in misery; should you not have proceeded, and have had *to do* with him also as a friend and a good man, to have justified the character he had of you from Mr. B —? But doubtless, counselling him to give a living of 135 *l. per annum* to your needy dependent, and then counselling if not constraining H — not to resign, that K — might not wax wanton, or have it in his power to incur the guilt of simony, was having a great deal *to do* with him, and full sufficient.

You say, p. xiii. “I *glory* in the advice I gave, I stand by it to this hour, I would do the same in

friends and the world against a particular person, *Speak out freely*, own the various matters relating to him which are strictly true, and of which you do not remain doubtful, that others may be also perfectly satisfied, and so evermore shun either the accusers or the accused.” This advice given and followed, would have been much to the honour of the parties just mentioned, but their conduct displayed in your pamphlet, without hearing K —’s justification and defence; you must on serious reflection pronounce, *unlike the christian*.  
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the same circumstances had K— been my own brother, and *I defy* the whole world to prove that my advice was not honest and upright, and agreeable to the principles of law and conscience." Far be it from me, to interfere with the principles of your conscience, but I trust by this time you are *ashamed* of the defiance, if not of your advice: no more can you say, that your advice was *brotherly*, or agreeable to the principles of law; no more offer to compare a perpetual ad-vowson to smuggled goods, or K— to a smuggler wanting you to put him into a way of avoiding seizure or payment of the duty. If you had really viewed the man and his plan in that light, it became you at once to have turned him away, or have turned away from him, with that equal disdain he met with in an after meeting when he was put out of your door by H—'s gentle wave of his hand, or as you politely express it, "*I did not invite him to stay, as I did not choose to be in company any longer than I could help with the man.*"

Till he had presented H— to the living it appears from your own testimony, you had a good opinion of him, p. 39. "*I dare say* Mr. K— you are a conscientious man, and would not knowingly do what was wrong;" but when your friend was inducted "the patrons whole plan was simoniacal, he wanted to evade the law, and to cheat the bishop of his lapse." If this last was so heinous a thing, why did you become the chief instrument of effecting it? and why should the putting in an old man be evading the law more than putting in H—? a number of questions and reflections here offer themselves to every reader, so that I shall only ask, did not you hear all his story, did not you know his circumstances and design, at your first interview? yes: then as soon as you discovered him to be a smuggler, and that  
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of the most *contraband*, the most *execrable* things in the world, and found that he wanted you of all men, to advise him to the safest and most expeditious way of enriching himself with the spoils of simony and perjury; you should not have merely advised, but *warned* him of that wrath which is due to such workers of iniquity; and instead of inviting him, or even suffering him to enter your house the next morning, you should have interdicted him your threshold, and have prevented the opportunity of giving him either wine or water: all correspondence with him should have been broken off at once, and not continued it with amity and delight, till the living was alienated without redemption; his having a *good living* to dispose of at the time, made not the least difference as to the *rectitude of the action*.

Your friendly interviews with him after the friday night, prove you are not so bitter an enemy to smugglers, *alias*, men inclined to simony, as some might rashly conclude from your introduction: and it is my duty to remark both for your benefit and the patron's, that in your account of the conversation you had with him, you are sadly deficient, if not contradictory; and have laid yourself open to attacks from every quarter. To instance but in one particular; you say, the *friday night* you reasoned and expatiated a considerable time upon the nature of simoniacal contracts, and their dreadful consequences, and p. xii. it appears you took much pains to shew him the unlawfulness of what he was doing, that you convinced him of it; and he *thanked* you for your pains: but how is this to be reconciled with your account of *saturday's* conference and conduct: we have your own confession, p. 6. that you sat, and heard him mention his calling on his attorney in his way to your house, who had offered to make him some farther proposals for the purchase of the living,

in the evening, and for that reason he would not present Mr. H— then, but as he did not expect success in this new treaty, he would come on monday and give H— the living. Why was this the same man that was convinced of the unlawfulness and the detestable sin of selling his living but the very night before! engaged the very next morning in another simoniacal contract! and coolly declaring his resolution still to pursue this execrable sin, to the very man who had taken so much pains to convince him, and who had received his thanks in token of his conviction! did it not become you Sir on this, to open your mouth, and like a *minister of God*, to exclaim against the detestable sin he still purposed to commit, and that no more through ignorance, but with his eyes and understanding open: when he said “he did not expect any thing to be done that evening with the attorney, and so would come on monday and give it to H—,” should you not have said, “thou hypocrite, if thou canst not *sell the gift of God*, my assistant is to have it; do not think to make him a mere stop gap, thy gift perish; go treat with thy lawyer about the wages of unrighteousness, I have discharged my conscience, and am now pure from your blood.” Was there any thing like this? no; after hearing K— talk deliberately of going the following evening, about THAT which in many places you have said would involve himself and a clergyman or some other person in the guilt of two of the blackest of all sins, and that if he could not thus sell the living your friend should have it; you was *silent* and only say, “thus we parted,” not the least admonition to, or prayer for K—, nor any adjuration or warning to H— not to take the refuse of SIMONIAc’s.

How to reconcile your accounts and your conduct respecting K— either way, I am utterly at a loss; and *irreconcilable*, *incredible appears to be vox populi*, the voice of the public also; speedily publish

publish a RECONCILER, that neither truth nor faithfulness may be given up\*. How far you are excusable supposing you ignorant of the law as to the points debated, is one thing, but if you had not studied this particular case, you should have told the patron that he might have had better advice. But after beholding him and his family starving, and his creditors injured, either through bad law, or good recommendation, or want of faithfulness, to use your own words, p. xii. how after this you can justify the almost unprecedented treatment K— and his friends have met with, must be left to your own conscience, and to the consciences of those who have been your abettors."

This naturally leads me to observe the treatment Mr. F— hath received from you and your surgeon Mr. B—d: as merely out of christian compassion he appeared for the patron, and convinced of his being a worthy object, had opened a subscription book at his house for his relief; both your intentions *seem* to have been to paint him as inconstant, unstable, saying one thing at one time, another thing at another, then of your side, then of K—; but how could ye assert such things and permit them to be published? when as from the *letters* which have passed, his sentiments must be well known, so you could hardly expect any other, but he would certainly justify himself when called on; though his account should contradict what in your pamphlet is related. I had made several remarks on this part of the affair, when I was so fortunate as to see a letter in Mr. F— own hand, which your ungenerous treatment, I find forced him to write to an enquiring friend: as it reflects so great a light on the whole transaction, not to add

\* So Mr. H—, though *convinced* by you the friday night, that his proposal of going to the bishop was simoniacal, as p. 6; we find him however p. 23. *ready dressed* to go the next morning with K—, to prosecute his simoniacal proposal.

the necessity there is of its appearing in public, I hope for the author's pardon in thus copying it.

S I R,

As you and other gentlemen, who have seen my name in the pamphlets lately published by Mr. Madan and Mr. Kimpton, desire to know my thoughts on the passages where I am introduced; I shall comply with your request as concisely as I can.

I had no concern in the transactions relative to the presentation; therefore confine myself to what passed afterwards.

About three months after the presentation in 1764, I saw Mr. K — on the *Exchange*, he told me he had presented Mr. H — to the living, that he hoped he had to do with men of honour who knew his *intention* in the presentation; being well acquainted with the unhappy situation of his affairs when he applied to Mr. M — for advice: and that he expected Mr. H — would resign when he should have an opportunity to sell the advowson.

In December following I met Mr. K — in the street accidentally; he told me of the distress he was in from an apprehension that Mr. H — would keep possession of the living, the consequence thereof would be his ruin. I desired him to call on me the next morning; told him I knew a gentleman of great worth and honour, who I thought had an intimacy with Mr. M —, and I would attempt something for his relief. Mr. K — came; with his consent I waited on the gentleman mentioned to him, and requested his application to Mr. M —, the gentleman complied, and in a few days after desired me to go with him to Mr. Br — rs, where Mr. M — and Mr. K — met us.

I related

I related Mr. K—'s story to me about the presentation. Mr. M— absolutely contradicted what Mr. K— had told me.

I had long entertained a high esteem for Mr. M— and Mr. H—; at the same time I thought Mr. K— a man that would not knowingly deceive me. Their accounts being contradictory, nothing could be expected from the former in consequence of any promise, I then took up the matter on the supposition of *misunderstanding* one another; and in that view I thought it equitable Mr. K— ought to be relieved, and expressed myself to this purpose. "Mr. H— is in possession of Mr. K—'s estate without any valuable consideration; and that if things should remain so, Mr. K— with a wife and three children must be totally ruined, and his just creditors injured and disappointed; this I cannot reconcile with the sentiments I entertain of morality."

The result of this conversation, was Mr. M—'s *promise* to use his endeavours for Mr. K—'s relief, as a distressed man, though as an injured man he could have nothing to do with him.

I saw Mr. M—'s manuscript which Mr. K— takes notice of in his pamphlet; I found his account of the conversation at *Mr. Br—r's* defective with regard to what I said on that occasion. I therefore wrote to Mr. M—, *January 1767*, acquainting him with that observation as well as *some others*: however I cannot help remarking the same defect in the printed answer to Mr. K—, as I had taken notice of in the manuscript, and no regard paid to the letter that pointed it out; nor to another I wrote to Mr. H—, *March 20<sup>th</sup> 1766*, relative to this affair; notwithstanding so free a use has been made of my name by Mr. M— and Mr. Br—d. I presume the reason is, they would not so well have answered

answered Mr. M —'s purpose as the letters he has printed\*.

Mr.

\* Extract of the letter sent Mr. H —. 20th March 1766.

S I R,

The affair between yourself and Mr. Kimpton, relating to the living at Aldwinkle, has been matter of great concern to me; not only on account of the distress of a man well esteemed by gentlemen of character, fortune and understanding, and of some note amongst the lovers of christianity, who have known him intimately; but also, of the ruin of himself with a wife and three young children, if you continue in the living and he not relieved, and thereby enabled to pay his creditors their just demands.

I have, Sir, carefully attended to what has been said by the several parties relative to the subject under consideration. If it be supposed, that you took the living without intention to resign it for the benefit of the distressed patron; nay without so much as an imagination that he expected any such thing: yet upon being *solemnly assured* he always thought you took the living for the present to save him from distress, and expected your resignation on a proper occasion; and that the worthy gentleman (Mr. B —) who went with him to Mr. Madan for advice in the present difficulty, *understood the thing in the same light*: can you enjoy the benefice with freedom and pleasure of mind, whilst the patron languishes under all the distresses of a bankrupt?

That your tenure by law is sufficient, does not admit of a doubt; but, Sir, where is the *RULE IN EQUITY* (I do not mean the court of chancery) that can assure you of the peaceable and happy enjoyment of this estate; the possession whereof you obtained and still continue in through a *misapprehension of the patron* in the midst of distress.

In what light soever some friends that may have an affection for you, may conceive of the affair; *others that may be men of good minds, will entertain thoughts not quite so favourable*; and the enemies of the gospel I much fear will rejoice in this opportunity, and attempt to sully your reputation as a minister of Christ, and injure the cause that so many worthy men seem of late to have been raised up to revive, defend and diffuse.

Can you not, Sir, with honour resign this living; (the poor patron's *ALL*, yea more than all, *for which he has no equivalent*), assuring the bishop at the same time, that you

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had

Mr. B — r and I are said by Mr. M — (p. 13.)  
 “ To change the state of the question entirely,  
 and to mention K —’s distresses with warmth,  
 and to press him much by himself and friends to  
 do something towards his relief; not with any  
 view to the living but merely in the light of cha-  
 rity to a poor distressed man.”

*If this is true*, it proves that Mr. Br — r as well as  
 I, previous to changing the state of the question,  
 pleaded for Mr. K —’s relief on the foot of JUSTICE  
 or EQUITY; and I should imagine his reasons for  
 doing so, arose from the knowledge he had of  
 the negociation of this affair, being a party in it  
 from the beginning. And Mr. F — for once  
 will say of himself, that he has too much modesty  
 to press Mr. M — with his friends to an act of  
*mere charity* to Mr. K — that would cost them  
 many hundred pounds, without *any view* to the  
 living. And I declare to the best of my know-  
 ledge, the proposal to relieve Mr. K — by a  
 charitable donation, was first mentioned by Mr.

had no such intentions when you accepted the presentation,  
 but that now you find the *patron presented it with such expec-*  
*tations*: and that a disappointment will be ruin to himself  
 and family. I apprehend there is no ecclesiastical law that  
 prohibits any incumbents resigning who chuses it; and I  
 cannot but suppose that his lordship has so much humanity,  
 that he would be pleased by your means, to find a family  
 rescued from destruction; though perhaps he may blame  
 something in Mr. Kimpton’s conduct. The measure I have  
 taken the liberty to mention, or some other that would be  
 attended with the poor man’s relief, I am persuaded will  
 redound to your *future honour and comfort*, and I am assured  
 it will give pleasure to some of your most sincere friends.

That you may be directed into such conduct as is right,  
 such as will afford you the most pleasing reflections at all  
 times, is the sincere desire of

Dear S I R,

Your most humble servant.

W. F.

M —

M — himself, after it had been argued on the principle of equity:

Mr. M — says (p. 13) “ Mr. F — seemed to change his apprehensions of the thing, and to be satisfied that no breach of promise, or designed injury had been offered Mr. K —.” To this I say, Mr. M — knows best how things seemed to him. Indeed from what Mr. K — told me, I thought it was understood by all parties, at the time of the presentation, that “ *the transaction was intended for the accommodation of Mr. K —.*” But Mr. M — contradicting this, I was incapable of judging with certainty in the matter. I was willing to indulge myself in the most favourable construction I could of Mr. M —’s declarations, yet insisted on Mr. K —’s relief on the foot of equity; which I think Mr. M — has not attempted to reply to.

It is said (p. 13.) “ Mr. Fuller seemed to think that Mr. K — did imagine that he should have some compensation for the presentation; and Mr. H — was not apprized that there was any such expectation, this was the footing the affair then stood upon in Mr. F —’s judgement.” The truth is; I thought *before, at, and ever since* this meeting, that Mr. K — ought to have a FULL COMPENSATION for the living; and that he expected as much, or a resignation, at the time it was presented. I *never said*, it was my judgement that Mr. H — was not at all apprized that there was any such expectation, however it seemed to Mr. M —.

In the conversation at Mr. M —’s (p. 17.) when Mr. Br — ld was present, I am again introduced as declaring myself *perfectly satisfied*; and from that, proposing to write to my friend an attorney near Aldwinkle; whereas my proposal to write, was from a *different motive*. We were in-

formed, I think by a letter from Mr. H —, that he was violently treated by incensed people at Aldwinkle; if I had wrote, it would have been to acquaint my friend of Mr. M —'s declarations relative to the presentation; but that notwithstanding, he had promised his endeavours for Mr. K —'s relief; and I should have requested my friend's influence to put a stop to the ill treatment Mr. H — complained of, from people in the neighbourhood. To what purpose is so much said of my being satisfied. Suppose I had declared my satisfaction in the strongest terms of the *purity* of Mr. M —'s and Mr. H —'s conduct; what effect would this have had upon the public, who will think and judge for themselves from the various accounts in their hands.

Mr. M — says (p. 14.) he “ put the question separately to each of the company, do you think Mr. K — has been injured by Mr. H — or me. They severally answered *no*.” To this I can only declare, *I have no remembrance of this question, and these answers*. But I well remember, that sufficient care was taken to fix in the minds of all present, that in the relief promised Mr. K —, he was regarded as a distressed not an injured man. This distinction I suppose was understood by the company: but whether Mr. M —'s idea to the word injured might not have as well been otherwise expressed, I leave to more competent judges, though I think a man may with *propriety* be said to be injured by another, when no fraud or designed prejudice can be supposed.

I imagine Mr. K — may have heard me speak to this purpose; which may have led him to say in his remarks, that I did not approve of the distinction. Had I seen those remarks before they were printed, I imagine what he has said as to this affair would not have been published.

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I apprehend the meeting at Mr. M—'s when Mr. B—d was present, was to acquaint Mr. K— and me, that he had been informed by Dr. G— that Mr. K— had behaved in some family concerns so as to impeach his moral character; and till that was cleared up he (Mr. M—) could not proceed to fulfil his promise at Mr. B—r's. However Mrs. Phillipson, Mr. K—s sister in law (who was particularly mentioned upon this occasion) in a letter to Mr. M—, I think acquits him from the charge advanced against him with respect to her. As to any thing further, I suspend my judgment till both parties are heard. But if Mr. K— should have acted wrong in another affair, though I should blame such conduct, I do not see that will *invalidate the justness of his cause* relative to the living of Aldwinkle. Nor do I think it to the honour of Mr. M— and Mr. B—d to represent Mr. K—to the world in so unfavourable a light as they have in p. 33. and 40. without some *established facts* to warrant such treatment.

As I never had an intimacy with Mr. K— I have on this occasion enquired his character of several persons of reputation, who have been acquainted with him many years, and have had a circumstantial knowledge of his conduct, who all speak very respectfully of him. I chose to give you my thoughts in writing, hoping to prevent being misunderstood or misrepresented. If you think any part of my sentiments or conduct wrong in this affair, be kind enough to point it out, and the more freedom you use the higher will your friendship be esteemed by

S I R, Your's, &c.

W. F—R,

There is but very little occasion to add any thing after this excellent and most candid letter; *let us consider and profit by it*; but there is one thing very singular, and ought to be remarked; viz. that the gentleman of great worth and fortune here mentioned by Mr. F —, a peculiar friend of yours, by whose means the interview at Mr. B — was procured, and who was present at it, should notwithstanding be *omitted* through your whole pamphlet; if he is not like-minded with Mr. F — is it not reasonable to suppose you would have brought him in on this momentous affair, as an evidence for you as you have Mr. B — d? Mr. T — s testimony will weigh with the public more than that of one, who, setting aside his uncharitableness and prejudice against K —, blunders so notoriously, as to assert in one page, K — was the undoubted author of the Faithful Narrative, and in the other, p. 33, just opposite, he says the contrary, “ whoever the author of the pamphlet is, he hath been grossly imposed on, and K — was extremely weak to permit it to be published.” Many judicious persons are strongly tempted to join with him in opinion, that the undoubted author of the pamphlet K — hath been grossly imposed upon.

I will not trespass on your patience or passions much farther; but you must give me leave to take notice of one incident more, because with you it is so *momentous* as to close all. You say, p. 48. “ K — would have it believed, that something Mr. M — is supposed to say on the Monday was the reason of his determination, whereas he resolved to give Mr. H — the living before the words were spoken.” Suppose we turn to your note at p. 19. *there* we find H — convincing you of an important mistake in circumstance of time; nay,

may, he convinced you, that some part of the conversation which you in your MS. narrative had asserted to have been on the Monday, was on the Saturday. Why then must such great stress be laid upon K—s being mistaken in circumstance of time? Or why may we not suppose that what he hath said you uttered on the Monday, was really part of the conversation which H— hath convinced you was on the Saturday? Besides, according to K—'s account (to which you observe I have hitherto paid no regard, being willing out of your own mouth alone to convince you) there was a speech you made on the *Friday evening*, which for substance is the same with that supposed to be on the Monday: the Friday you proposed to H— to take the living for a limited time, and said, "if bonds were legal, you would be bound in any sum for his resignation." This was enough to bias him; and we find from his words to Mr. B—r going home, (which you have not disproved) that your proposing for H— to hold the living for a limited time; did actually determine him that night to present H— to the living without going to the bishop. You now plainly see there is no inconsistency in his account; if you spoke nothing of a resignation on the Monday, there was enough said the Friday night; and it is demonstrable that without some such declaration, or promise, or hint, the living would never have been put into your hands.

But I cannot help asking you, "Is there no variation in the MS. account you wrote for the satisfaction of your friends and that which you now have published? It is likely a variation as to the substance of some facts alledged, will soon appear, which will cost you some little pains to reconcile.

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Many more observations might have been made both on your book and conduct, but I have confined myself to what is most material in the question, and relied on your own authority : had I taken K— for my text, WHAT A SCENE ! To conclude. That your friend, a perfect stranger to K— is in possession of his living, without purchase, without compensation, without gratitude, and contrary to the patron's views and expectations in presenting him ; and that H—'s possession is, to the great injury of K— creditors, and the sole cause of that sorrow and pinching distress in which he and his family are involved, are facts which cannot be gainfayed. How one lost, and the other obtained the living is now well known : could you but realize a brother in K— situation, you would surely have given, or procured him better advice ; if he had applied to one for counsel in the affair, and by it was ruined, would you not think the counsellor jeered him, if he should reply to his complaint, " why you have the satisfaction of inducting a faithful gospel minister." And would not you have strong suspicions that he was a gospel minister *only in name*, who, enjoying near 150*l.* per ann. by the gift of a stranger, never once remembered him afterwards either in a way of justice, gratitude, or charity. This is astonishing conduct Sir, yourself being judge ; not to add, how a minister, consistent with his sacred office, and the feelings of a human being, could so pervert scripture (as by your silence on that head, one certainly did) turning that divine admonition " if thou faint in the day of adversity thy strength is but small," into a *bitter sarcasm* against the very man, by whom he is what he is, and knowing himself to be the cause of his adversity and fainting : I omit the circumstance of

a minister's borrowing his patron's horse, and after keeping it above three months, then returning it, as without the least pecuniary acknowledgment, so making the poor owner to pay for his borrowed beast's being brought back. Can these things be true of a *faithful gospel minister*? Are they consistent with adorning the doctrine of God our Saviour in all things? Do they correspond with that conscientiousness which you and he talk of? Or must not such a minister's conscience be harder than his pulpit? But these questions and others which every upright mind will suggest relative to the unprecedented treatment K— hath met with, must be left to the consciences of those who have been actors in it, and abettors in the abuse with which the patron hath been loaded, for suffering his tears to appear before men, after near three years silent grief.

Let us suppose, that you and H— did really believe that K— gave the living out and out, as you have represented; and that from a principle of conscience he presented H— as a gospel minister notwithstanding his youth, to all other men. I ask you, *did not this disinterested conduct, this noble sacrifice for conscience sake, and for the good of souls at A—, deserve some notice from you and the rector in return?* especially as you well knew how great was his poverty, how affecting his situation at the very time he made the sacrifice of all his worldly interest. But what was your conduct? why, you acted towards him, as if it was *SIMONY* to approach him ever afterwards. Your assistant was inducted in February 1764; you say p. 11. "for my own part I did not see or hear any thing of K— till the 25th of November following when I preached a charity sermon at Shadwell." So nine months after you saw him, because he sought you out, and forced

forced himself upon you in the vestry, otherwise it is probable you never would have seen him: in like manner the gospel rector, if he saw his patron sooner, his health might be enquired after, but not his circumstances; no affectionate enquiry into his situation with his creditors, or in the world; no scrutiny, whether God had not amply rewarded him for acting so conscientiously in this affair, and for sending his pure gospel and so shining a light to A—; no offer of assistance, no tender of relief either by gift or loan, from either of you, though both well able to do it. Should you not have unasked, unsolicited, have fled to his succour? did not christianity, did not humanity require it? should not the *rector* who hath gained so much by K—'s conscientiousness, should not the *counsellor* who soon, and from year to year, hath tasted its fruits also, freely pursuing game round the parish and parts adjacent, breathing the free air, and stretching on beds of ease at the parsonage house; should ye not have remembered the donor, and rejoiced in that providence which enabled you to serve one another? but the poor man was utterly forgotten, and his wonderful work for you, buried in oblivion; the man who had sacrificed his ALL from a principle of conscience, as you say you verily believed he did, and for many months you had no reason to think otherwise; the man was all this while you say unnoticed, by either of you, and left to linger on in his wretchedness. Can you justify this conduct, granting all you have said is fact? is not this that sort of evidence which the lawyers call *felo de se*? what! have of this worlds goods bountifully, and see our brother, our friend, our benefactor, our patron and his family have need, and brought into the forest distress by a regard to conscience, to the gospel of Christ, and

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to OURSELVES, and yet shut up the bowels of compassion from him; how dwelleth the love of God in us? how can we know we are of the truth, and how assure our hearts before the God of love that we are his children; or how can we declare his statutes, and take his covenant into our mouth? I leave these sacred admonitions with whom they may concern, and hope you will seriously reconsider your conduct in the affair.

What you mean by the rooted prejudice of K—'s party, I know not, you may be assured this letter was not dictated by prejudice, nor by a partizan; your correspondent was influenced by no other motives, than he informed you in the first page, and if in any thing he is mistaken, it is of judgment not of malice: the evidence on which my opinion is supported you have heard, if it is the means of convincing you and your friends and so of relieving the patron, "by your making full satisfaction for all the loss you have led him into." I shall rejoice, your justice and equity will have the sanction of law, gospel and conscience; will be publicly applauded by every christian, and by

*Your faithful friend.*

F I N I S.

